



Health Services
LOS ANGELES COUNTY

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through leadership,
service and education*



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September 15, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AGREEMENT FOR A HOMELESS SOCIAL
SECURITY DISABILITY INSURANCE/SUPPLEMENTAL SECURITY
INCOME DEMONSTRATION PROJECT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of an agreement for the provision of services to the Department of Health Services (DHS) for the Homeless Social Security Disability Insurance/Supplemental Security Income Demonstration Project (SSDI/SSI DP).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Interim Director of Health Services (Director), or his designee, to execute an Agreement with JWCH Institute, Inc. (JWCH) for project services, effective on the first calendar day of the month following Board approval, for a period of two years, for a maximum project obligation not to exceed \$1,800,000.
2. Authorize the Director, or his designee, to execute two six-month extensions exercisable by the Director, with the approval of County Counsel and the Chief Executive Office, with no change in the project maximum obligation.
3. Delegate authority to the Director, or his designee, to execute future amendments to the Agreement to: a) revise or incorporate provisions consistent with all applicable State law and regulations, County Ordinances and Board policy; and b) make appropriate changes to the Agreement to improve operational

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 September 22, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

efficiencies, add clarity, and/or correct errors and omissions, subject to prior review and approval by County Counsel and the Chief Executive Office. Further delegate to the Director, or his designee, authority to make adjustments between program budget categories, and adjust deliverables in the Performance Target Matrix (Exhibit B-1), as needed, to adapt to changing conditions identified jointly by DHS and JWCH over the course of the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the first recommendation will allow the Director to execute an Agreement, substantially similar to Exhibit I, with JWCH to implement the SSDI/SSI DP. According to the Los Angeles Homeless Services Authority's 2007 Homeless Count, Los Angeles County has approximately 74,000 homeless individuals. Of these, 74 percent report having a disabling condition and 42 percent report four or more disabling conditions; yet many do not receive or are denied SSDI/SSI at significantly higher rates. A primary barrier to homeless individuals receiving benefits -- which they are otherwise entitled -- is their inability to document their disability.

The purpose of the DP is to overcome this barrier by identifying homeless individuals who may be otherwise entitled to SSDI/SSI benefits and to provide them with a multidisciplinary team approach of health and mental health services focused on effectively providing their care and documenting their disability entitlement, in addition to coordinating their consent and authorization to retrieve past medical and mental health records to support their SSDI/SSI application, and assisting the applicant with expediting the eligibility process by submitting accurate documentation of their disability to support their entitlement. In addition to being the highest rated applicant to the Request for Applications released by DHS, JWCH can effectively deliver a multidisciplinary team approach to the homeless individual's health care needs and provide appropriate services while also supporting the homeless individual's SSDI/SSI entitlement. It is anticipated the multidisciplinary team will consist of a physician and psychiatrist, with expertise in identifying and documenting disabilities, as well as case management staff who will coordinate services needed to engage and maintain the stability of the homeless individuals during the application process. The recommended Agreement for the SSDI/SSI DP is targeted to successfully increase the percentage of homeless applicants that will be determined to be entitled to SSDI/SSI benefits.

Approval of the second recommendation will allow DHS to extend the duration of the SSDI/SSI DP should operational efficiencies and/or leveraged reimbursements result in the ability to continue the DP longer than the initial two year project plan.

Approval of the third recommendation will allow DHS to update the Agreement for regulatory or statutory changes, correct any errors or omissions, allow budget

modifications between budget categories and adjustments in project deliverables as a result of ongoing operational assessments for program effectiveness.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness, and Goal 4, Health and Mental Health of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total cost for the Homeless SSDI/SSI DP is \$1,800,000. It will be funded with a portion of the \$80 million from the County Homeless Prevention Initiative (HPI), one time funding allocated to develop innovative programs. The funds for the DP are included in the Fiscal Year 2009-10 Adopted Budget and will be included in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On April 4, 2006 your Board approved the HPI that included 11 key recommendations. The HPI consisted of two categories of funding in County General Funds; (1) \$15.4 million funding for ongoing programs; and, (2) \$80 million in one-time funding to develop innovative programs. The SSDI/SSI DP is designed as a one-time only funded program with the purpose to create a mechanism whereby eligible disabled homeless residents of the County are provided health and mental health evaluations, access to ongoing care and treatment, and application assistance to obtain SSDI and/or SSI benefits. In addition to obtaining SSDI/SSI benefits, the SSDI/SSI DP will assist people with ongoing access to health and mental health care, referrals to housing, and outcomes which are designed to demonstrate cost avoidance to the County.

The project design and Agreement have been approved by County Counsel.

CONTRACTING PROCESS

A Request for Applications (RFA) was released and posted on the DHS web site on March 27, 2009. There were three respondents. The project proposed by JWCH Institute, Inc. was selected for funding based on the highest point ranking by the evaluation committee due to its innovative design, extensive experience in providing services to the priority target populations, and the ability to serve potential participants from any community in the County through multiple site service delivery.

The Honorable Board of Supervisors
September 15, 2009
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enable DHS to initiate the SSDI/SSI DP as recommended.

Respectfully submitted,



John F. Schunhoff, Ph.D.
Interim Director

JFS:eb

Attachment

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

Security Disability Insurance BL



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

JWCH INSTITUTE, INC.

FOR

**THE SOCIAL SECURITY DISABILITY INSURANCE/SUPPLEMENTAL SECURITY
INCOME DEMONSTRATION PROJECT**

**THE SOCIAL SECURITY DISABILITY INSURANCE/SUPPLEMENTAL SECURITY
INCOME DEMONSTRATION PROJECT**

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- H SAFELY SURRENDERED BABY LAW
- I CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996

**AGREEMENT FOR
THE SOCIAL SECURITY DISABILITY INSURANCE/SUPPLEMENTAL SECURITY
INCOME DEMONSTRATION PROJECT**

This Agreement and Exhibits are made and entered into this _____ day of _____, 2009 by and between the County of Los Angeles, hereinafter referred to as County and JWCH Institute, Inc., hereinafter referred to as "Contractor".

WHEREAS, this Agreement is authorized by California Government Code Sections 26227 and 31000, and California Health and Safety Code Section 1451; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

WHEREAS, the County has determined to initiate a demonstration project targeted to the homeless of Los Angeles County through a multidisciplinary team that includes health, mental health, case management, and outreach components, and will be focused on supporting homeless individuals' SSDI/SSI disability applications; and

WHEREAS, County has determined that it is legal and feasible to contract for services to support the demonstration project; and

WHEREAS, Contractor is a non-profit organization specializing in providing health, mental health and case management services for homeless individuals; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A through I are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits,

such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

- A STATEMENTS OF WORK:
- B. TECHNICAL EXHIBITS:
 - 1. PERFORMANCE TARGETS MATRIX
 - 2. MANDATORY PERSONNEL MONITORING REPORTS
 - 3. BILLING & PAYMENT SCHEDULES
- C CONTRACTOR'S EEO CERTIFICATION
- D COUNTY'S ADMINISTRATION
- E CONTRACTOR'S ADMINISTRATION
- F CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G JURY SERVICE ORDINANCE
- H SAFELY SURRENDERED BABY LAW
- I CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Agreement: Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work and Exhibits A through I, attached to this Agreement.

2.2 Contractor: JWCH Institute, Inc. and its case management subcontractor, Volunteers of America Los Angeles, Inc.

- 2.3 **Contractor Project Manager:** The individual designated by Contractor to administer the Agreement after award and execution of the Agreement.
- 2.4 **County Project Manager:** Person with responsibility to oversee the day-to-day activities and operations under this Agreement and responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.5 **County Project Director:** Persons designated by County with authority for County on contractual and/or administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager.
- 2.6 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 **DHS:** Department of Health Services.
- 2.8 **Director:** Director of Health Services or his/her authorized designee.
- 2.9 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 **Subcontractor:** Volunteers of America Los Angeles, Inc.

3.0 WORK

- 3.1 Pursuant to the provisions of this Agreement, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibits A through I, Statement(s) of Work, Performance Targets Matrices, etc. attached herein.
- 3.2 If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.

4.0 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall commence on Board approval through September 30, 2011. Additionally, the County shall have the sole option to extend this Agreement term for up to two (2) additional six month period extensions. Each such option and extension shall be exercised at the discretion of the Director, as authorized by the Board of Supervisors.
- 4.2 **Prior Six (6) Month Expiration Notice**

Contractor shall notify the County when this Contract is within six (6) months from expiration of the term as provided for herein above. Upon occurrence of this event, Contractor shall send written notification to County at the address provided herein.

5.0 BILLING AND PAYMENT

5.1 Contractor shall be paid in accordance with the Billing & Payments Schedule as referenced in Exhibit B-3. However, County's maximum obligation under the entire project under this Agreement shall not exceed One Million Eight Hundred Thousand Dollars (\$1,800,000).

5.2 No Payment for Services Provided Following Expiration/Termination of Agreement.

~~Contractor shall have no claim against County for payment or any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.~~

5.3 Invoices and Payments

5.3.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibits A through I – Statement of Work, Performance Targets Matrices, Mandatory Personnel Monitoring Reports, Technical Exhibits and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by County under the terms of this Agreement. Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by County. If County does not approve work in writing no payment shall be due to Contractor for that work.

5.3.2 Contractor's invoices shall contain the necessary detail to enable County to verify, audit and confirm the provision and delivery of every task, deliverable, good or services for which Contractor seeks payment.

5.3.3 Contractor shall submit the monthly invoices to County by the 15th calendar day of the month following the month of service.

5.3.4 All invoices under this Agreement shall be submitted in duplicate to DHS at the following address:

Department of Health Services
Attn: Elizabeth Boyce, Homeless Services Manager
313 N. Figueroa Street, Suite 704
Los Angeles, CA 90012

5.3.5 County Approval of Invoices

All invoices submitted by Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.4 Seventy-Five Percent (75%) Expenditure Notification

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization amount under this Contract. Upon occurrence of this event, Contractor shall send written notification to the County Project Director at the address provided herein.

5.5 Taxes

Except as otherwise provided elsewhere in this Agreement, County shall have no liability or responsibility for any taxes, including, but not limited to, sales, income, real or personal property taxes, which may be imposed in connection with or resulting from this Agreement or Contractor's performance hereunder.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following Sub-paragraphs are designated in Exhibit D - County's Administration. County shall notify Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Manager

The responsibilities of the County's Project Manager include:

- Meeting with the Contractor's Project Manager on a regular basis; and,

- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

6.2 County's Contract Project Director

Persons designated by County with authority for County on contractual and/or administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager.

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit E - Contractor's Administration. Contractor shall notify County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager on a regular basis.

7.1.3 The Contractor's Project Manager shall complete and file the Mandatory Personnel Monitoring Reports for all Contractor's and Subcontractor's employees on a semi-annual basis.

7.2 Approval of Staff

County has the absolute right to approve or disapprove all of the Contractor's and Subcontractor's staff performing work hereunder and any proposed changes in the said staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's and Subcontractor's Staff Identification – Intentionally Omitted.

7.4 Background Investigations – Intentionally Omitted.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of

confidential records and information.

- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, administrative penalties and fines assessed, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality and indemnification provisions of this Agreement.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "*Contractor Acknowledgement and Confidentiality Agreement*", Exhibit F.

7.6 Medical Screening

- 7.6.1 Contractor personnel shall undergo and pass, to the satisfaction of County, a medical examination as a condition of beginning and continuing to work under this Agreement. In addition, all personnel shall be examined by a physician licensed to practice within the United States on

an annual basis. Contractor shall provide County, upon request, with evidence that each person is free of infectious disease(s) and has received a chest x-ray and/or annual Tuberculosis skin test, a rubella antibody titer demonstrating immunity and/or vaccination, and been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. If such an examination is conducted by a nurse practitioner or a physician assistant, such evidence shall be countersigned by the supervising physician licensed to practice within the United States. In those instances where persons have no demonstrated immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon County's request.

7.6.2 Contractor personnel shall undergo and pass, to the satisfaction of County, a medical and/or psychological re-evaluation upon return to work from extended sick leave of 30 or more consecutive working days.

7.7 Mandatory Personnel Monitoring Reports

Contractor and Subcontractor shall maintain documentation demonstrating its staff is in full compliance with all DHS contract requirements including, but not limited to, trainings, health screenings, applicable mandatory personnel monitoring reporting and policies and procedures. Contractor shall provide the County Project Manager with a semi-annual report in the same or substantially similar format as Technical Exhibit B-2 to demonstrate compliance by each Contractor and Subcontractor employee as applicable and determined by the County Project Director. The Director, County Project Manager or other authorized County personnel shall monitor and/or audit and re-audit Contractor's and Subcontractor's compliance with personnel monitoring at any time during the term of this Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For changes affecting the scope of work, term or payments under this Agreement, an Amendment shall be prepared and executed by Contractor and by the Director, subject to the approval of County Counsel and the Chief Executive Office. For any change which affects the Performance Targets Matrix(ces) under the Scope of Work, the change

shall be noted on a new Performance Targets Matrix, numbered sequentially, dated and signed by both the Contractor Project Manager and the County Project Director. Budget modifications to adjust funds between budget categories may be requested by the Contractor and approved by the County Project Director. The modification will be noted on a new Billing and Payment Exhibit B-3, numbered sequentially, dated and signed by both the Contractor Project Manager and the County Project Director.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County ~~reserves the right to add and/or change such provisions as required by~~ the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared and executed by Contractor and by the Director.

8.1.3 The Director may at his/her sole discretion, unilaterally authorize extensions of time as defined in Paragraph 4.0 - Term of Agreement. Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement, unless specified, during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared and executed by Contractor and by Director.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

8.2.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same ~~by any entity other than Contractor, whether through assignment,~~ subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by Contractor under this Agreement shall also be

reduced correspondingly. The County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the Services set forth in this Agreement.

8.5 COMPLAINTS

Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within ten (10) business days after Agreement effective date, Contractor shall provide County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 County will review the Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.5.3 If County requests changes in the Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, Contractor wishes to change the Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
- 8.5.5 Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW, RULES AND REGULATIONS

- 8.6.1 In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to applicable standards of the Joint Commission on the

Accreditation of Healthcare Organizations, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, administrative penalties and fines assessed, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6.3 During the time that Contractor's agents, employees, or subcontractors are at a Facility, Contractor and such persons shall be subject to the rules and regulations of that Facility. Facility's Administrator shall furnish a copy of rules and regulations to Contractor pertaining to the Facility prior to the execution of this Agreement and, during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to

acquaint all persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises, indicate that such employee or subcontractor may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor hereby assures that it will comply with Subchapter VI of the *Civil Rights Act of 1964*, 42 USC §§ 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Agreement.

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and

adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts.

~~"Employee"~~ means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under the Agreement, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County

may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Agreement.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, county employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or

proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

8.12.3 Non-responsible Contractor

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of

debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to any and all Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through this Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section

1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS – Intentionally Omitted.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

8.18 FACSIMILE REPRESENTATIONS

The Director and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, ~~and received via communications facilities, as legally sufficient evidence that~~ such original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the *Federal Fair Labor Standards Act*, for work performed by the Contractor's employees for which County may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits,

~~or taxes for any personnel provided by or on behalf of Contractor.~~

8.21.3 Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Agreement.

8.21.4 Contractor shall adhere to the provisions stated in Sub-paragraph 7.5 - Confidentiality.

8.22 INDEMNIFICATION

Contractor and Sub-Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance

coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s)

and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contract Administration & Monitoring
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, Director
Contract Administration & Monitoring

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

8.23.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.23.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.23.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.23.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.23.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate

evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.23.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.23.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.23.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required

Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.23.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.24 INSURANCE COVERAGE

8.24.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

The amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars shall be subject to the County's prior review and approval. The policy also shall include a batch clause to provide that if more than one claim arises out of the same related, repeated or continuous production, act, error or omission, then all such injury and/or damages shall be considered to have arisen out of a single occurrence.

8.24.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.24.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement

(providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 Sexual Misconduct Liability Insurance

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.24.5 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.24.6 Property Coverage – Intentionally Omitted.

8.24.7 Crime Coverage – Intentionally Omitted.

8.25 LIQUIDATED DAMAGES – Intentionally Omitted.

8.26 MOST FAVORED PUBLIC ENTITY – Intentionally Omitted.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in

compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.27.2 Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.
- 8.27.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, or physical or mental disability, medical condition, marital status, or political affiliation.
- 8.27.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.27.6 Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.27 when so requested by County.
- 8.27.7 If County finds that any provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this

Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

8.27.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.27.9 **Non-Discrimination in Services:** Contractor shall not discriminate in the provision of services hereunder because of race, color, religious creed, national origin, ethnic group identification, ancestry, age, sex, sexual orientation, medical condition, marital status, political affiliation, or physical or mental disability in accordance with requirements of Federal and State laws. For the purpose of this paragraph, discrimination in the provision of services may include, but is not limited to, the following: Denying any person any service or benefit or the availability of a facility; providing any service or benefit to an person which is not equivalent or is provided in a non-equivalent manner or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religious creed, national origin, ethnic group identification,

ancestry, sex, sexual orientation, age, medical condition, marital status, political affiliation, physical or mental disability.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict DHS from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between County and Contractor regarding the performance of services as stated in this Agreement. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the

Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit D - County's Administration and Exhibit E - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by County under this Agreement.

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, Contractor and County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.37 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary".

County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.35.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

- 8.36.1 Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Agreement within the following conditions:
- Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Agreement, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County's Project Director. County shall not unreasonably withhold written consent.
- 8.36.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with, provided that the requirements of this Sub-paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its provision of services, activities and operations relating to this Agreement in accordance with

generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.37.1 In the event that an audit of Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of Contractor to comply with any of the provisions of this Sub-paragraph 8.37 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.
- 8.37.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of County conduct an audit of Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to

County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by County for the purpose of this Agreement.

- 8.37.4 In addition to the above, Contractor agrees, should County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate the Contractor's compliance with the County's Living Wage Program, that Contractor shall promptly and without delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Agreement, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to County under this Agreement is for the purpose of enabling County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials

and information shall be maintained by Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.38 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.39 SUBCONTRACTING

County and Contractor mutually acknowledge that the project's design, implementation and operation include Contractor subcontracting case management services from Volunteers of America Los Angeles, Inc., (VOA) who was actively involved in the design of the project and contract negotiations, including establishment of the Scope of Work and the Performance Targets Matrix. Contractor remains responsible for all aspects of the project, including VOA contracted services, personnel and deliverables. Other than the subcontracted element of this project specified as being performed by VOA:

- 8.39.1 The requirements of this Agreement may not be subcontracted by Contractor **without the advance approval of County**. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Agreement.
- 8.39.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at the County's request:
 - A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by County.
- 8.39.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- 8.39.4 Contractor shall remain fully responsible for all performances required of

it under this Agreement, including those that Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

- 8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Agreement. Contractor is responsible to notify its Subcontractors of this County right.
- 8.39.6 The Director is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.
- 8.39.7 Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to:

Director, Contract Administration and Monitoring
Department of Health Services
313 N. Figueroa St., 6th Floor East
Los Angeles, CA 90012

before any Subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

- 8.41.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty days (30) days after the notice is sent.
- 8.41.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
- Stop work under this Agreement on the date and to the extent specified in such notice; and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement shall be maintained by Contractor in accordance with Sub-paragraph 8.37, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

- 8.42.1 County may, by written notice to Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:
- Contractor has materially breached this Agreement; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within three (3) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
- 8.42.2 In the event that County terminates this Agreement in whole or in part as provided in Sub-paragraph 8.42.1, County may procure, upon such terms

and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.42.3 Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: Acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the term "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

8.42.4 If, after County has given notice of termination under provisions of this Sub-paragraph 8.42, it is determined by County that Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.43.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, and service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

8.44.1 County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of County provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm as defined in ~~County Code Section 2.160.010~~ retained by Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may in its sole discretion, immediately terminate or suspend this Agreement.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 WAIVER

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of subsequent or any other breach of the same or any other covenant, condition, term or agreement herein contained, nor shall failure on the part of County to require exact, full and complete compliance with any of the

covenants, conditions, terms or agreements shall prevent County from enforcing the full provisions thereof. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.48 WARRANTY AGAINST CONTINGENT FEES

8.49.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.49 UNLAWFUL SOLICITATION

Contractor shall inform all of its officers and employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers and employees. Contractor agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

8.50 SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within ten (10) calendar days in writing of: 1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and 2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Sub-paragraph shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

9.2 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Contractor shall not knowingly permit any employee to perform services under this Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

9.3 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Agreement, Contractor provides services to County and Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit I, attached herein as reference, in order to provide those services. County and

Contractor therefore agree to the terms of Exhibit I, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA).

9.4 FORCE MAJEURE

9.4.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").

9.4.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

9.4.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and Contractor has caused this Agreement to be executed on its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
John F. Schunhoff, Ph.D.
Interim Director of Health Services

Contractor

By _____
Signature

Printed Name

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

STATEMENT OF WORK

JWCH INSTITUTE, INC.

HOMELESS SOCIAL SECURITY DISABILITY INSURANCE (SSDI)/SUPPLEMENTAL SECURITY INCOME (SSI) DEMONSTRATION PROJECT (DP)

1.0 OVERVIEW

The goal of the Homeless Social Security Disability Insurance (SSDI)/ Supplemental Security Income (SSI) Demonstration Project (DP) is to provide assistance to eligible homeless individuals in applying for and obtaining disability benefits through the provision of coordinated health, mental health, and case management services.

2.0 PERSONS TO BE SERVED

The target population for the DP shall be prioritized as follows:

- Priority 1: Homeless individuals living on the streets or in places not meant for human habitation.
- Priority 2: Homeless individuals who reside in shelter environments.
- Priority 3: Homeless individuals who reside in transitional housing.
- Priority 4: Formerly homeless individuals in permanent housing for less than one year, unless otherwise approved by DHS.

3.0 CONTRACTOR PERSONNEL TRAINING

Contractor shall ensure that DP staff is provided appropriate training prior to performing services under this Agreement. Contractor shall work in cooperation with DHS on training issues related to the Homeless SSDI/SSI DP. At a minimum, personnel training topics shall include, but not be limited to:

- A. SSDI and SSI applications.
- B. Disability documentation and documentation completion.
- C. Substance use and mental health training.

4.0 SERVICE DELIVERY SITES

Contractor's facilities for the Homeless SSDI/SSI Demonstration Project shall be provided at sites to be determined by the Contractor and approved by DHS. These service delivery sites shall be licensed and Medi-Cal certified in accordance with current federal and State standards for such facilities. For each service delivery site, Contractor shall develop a DP services schedule and submit to DHS for approval within thirty (30) days of the execution of this Agreement. Contractor shall implement DP services in accordance with the approved site locations and schedules within sixty (60) days of the execution of this Agreement.

Contractor shall request approval from the Department of Health Services (DHS) in writing a minimum of thirty (30) days before altering schedules or terminating services at such location(s) and/or before commencing services at any other location(s).

A Memorandum of Understanding (MOU) shall be required for service delivery sites(s) on location(s) or properties not owned or leased by Contractor with the service provider who owns or leases such location or property. This shall include coordination with another agency, community based organization, and/or County entity. Contractor shall submit MOU to DHS for approval at least thirty (30) days prior to implementation.

5.0 CONTRACTOR PERSONNEL DEFINITIONS

5.1 LICENSED HEALTH CARE PROFESSIONAL

For purposes of this Agreement, a licensed health care professional is defined as a physician, physician assistant, psychiatrist, and/or nurse practitioner providing health and/or mental health care services. Such persons shall be licensed by the State of California. Additionally, Contractor shall ensure that non-physician health and/or mental health professionals are supervised by licensed health care professionals and that all health care record entries are signed off by a physician and all mental health record entries are signed off by a psychiatrist according to standard practice procedures established by federal and State requirements.

Contractor shall provide qualified health and mental health care practitioners that are responsible for the primary health and mental health care activities and duties outlined in SERVICES TO BE PROVIDED (SECTIONS 6.F. and 6.G.).

5.2 HOMELESS SSDI/SSI DP PROJECT MANAGER

Contractor shall provide a Project Manager who shall be responsible for the overall day-to-day activities, management and coordination of the Agreement, and liaison activities with DHS. The Project Manager shall have experience with contract management, contract compliance, budgets, working with homeless and/or special needs populations, and be able to provide administrative oversight to the multidisciplinary team.

Duties of the Project Manager shall include, but not be limited to the following: (1) providing administrative supervision and management oversight of the DP; (2) preparing and submitting reports, invoices, and other DHS requested documentation; (3) overseeing all DP activities and contract/performance requirements, including services provided by any Subcontractor(s); (4) monitoring and ensuring contract compliance; (5) ensuring that appropriate supervision and oversight is provided to all staff and subcontracted staff providing services under this Agreement; and (6) responding to and resolution of crisis and emergency situations related to DP services and participants.

5.3 CASE MANAGEMENT STAFF

Contractor shall provide qualified case management staff that are responsible for the case management activities and duties outlined in SERVICES TO BE PROVIDED (SECTION 6.H).

5.4 LEAD OUTREACH WORKER AND PEER OUTREACH WORKERS

Contractor shall provide a qualified lead outreach worker and peer outreach workers that are responsible for the outreach activities and duties outlined in SERVICES TO BE PROVIDED (SECTION 6.A).

6.0 SERVICES TO BE PROVIDED

During the term of this Agreement, Contractor shall provide DP services in accordance with procedures formulated and adopted by Contractor's staff and approved by DHS, and consistent with laws, regulations, current health and mental health practices and standards, and the terms of this Agreement, including all Exhibits and Attachments. Contractor shall provide, but not be limited to, the following services:

- (1) Conducting outreach activities to identify and engage eligible homeless individuals and to ensure DP services are available to public, private, and non-profit agencies serving homeless individuals;
- (2) Evaluating homeless individuals for eligibility for SSDI/SSI benefits and enrolling eligible homeless individuals in the DP;
- (3) Determining the type of services and documentation needed for providing care and establishing eligibility;
- (4) Investigating and gathering historical and current health and mental health records;
- (5) Coordinating care and record retrieval with prior health and mental health care practitioners;
- (6) Providing appropriate health and mental health care and treatment as needed;
- (7) Documenting the health and mental health status of project participants;
- (8) Ensuring documentation of eligibility is accurate and appropriately completed;
- (9) Providing case management services to coordinate the activities of the multidisciplinary team and to assist project participants in all activities related to preparing successful SSDI/SSI applications;
- (10) Conducting regular and ongoing multidisciplinary team activities to ensure provision of integrated care to DP participants;

(11) Performing liaison activities between the Social Security Administration (SSA) and Disability Determination Services (DDS) and the DP multidisciplinary team to facilitate communication between agencies and maximize expediency in processing SSDI/SSI applications;

(12) Arranging for and providing access to transportation resources for DP participants;
and

(13) Providing incentives to encourage DP participants' engagement and maintenance in the project and accomplishment of participants' goals.

The provision of the primary health care and mental health care service components of the DP shall be provided by licensed health care professionals who shall maintain their knowledge and skill levels up-to-date in accordance with primary health and mental health care prevention and treatment approaches. DP health and mental health care staff shall demonstrate knowledge and expertise in documenting disabilities for establishing SSDI/SSI benefits. Contractor shall ensure that DP services are flexible and meet the needs of the priority target population, including the provision of both walk-in and scheduled visits.

Contractor shall ensure adherence to all laws and regulations related to client consents, authorizations, and privacy of health care, mental health care, and personal health information. Contractor shall ensure that appropriate consents and authorizations are completed in order to communicate and/or collaborate with DP participants' prior and/or current health and mental health care services providers, to facilitate record retrieval, to release or obtain personal or protected health information regarding DP participants, to transition DP participants to long-term primary health and to refer and link DP participants to available resources and other supportive services, .

DP service categories shall include, but are not limited to, the following activities:

A. Outreach

Contractor shall conduct outreach activities to reach homeless individuals and public, private and non-profit agencies serving homeless individuals. Outreach activities shall include, but are not limited to the following information: dissemination of DP information,

referring potentially eligible homeless individuals to the DP, and keeping DP participants engaged in the DP. Contractor shall ensure that priority target populations outlined below are effectively served through outreach activities. Homeless individuals living on the streets or in places not meant for human habitation (e.g., where there are known/reported concentrations of homeless individuals) and homeless individuals in shelter environments shall be prioritized first by Contractor for outreach activities and for referral into the DP. The second priority for outreach activities shall ensure that homeless individuals referred to the DP are from transitional or permanent housing settings. Contractor shall provide documentation to indicate which priority population the homeless individual is from and from where they were referred for the DP. Outreach activities shall include outreach to public, private and non-profit agencies serving homeless individuals. Ongoing and intensive outreach shall be directly to homeless individuals. Outreach activities shall include, but are not limited to:

(1) Outreach activities to public, private and non-profit agencies serving homeless individuals:

(a) Develop and implement an Outreach Plan to promote the DP to public, private and non-profit agencies serving homeless individuals within Los Angeles County that includes, but is not limited to the following information: schedule and frequency of in-services, names of agencies and departments to be targeted for in-services, dissemination of written materials, DP staff responsible for outreach activities and in-services, sites to conduct in-services and dissemination of written materials for outreach activities.

(b) Develop and implement an Outreach Activities Log to document activities of outreach to public, private and non-profit agencies serving homeless individuals that includes, but is not limited to the following

information: sites visited, dates of outreach, length of visits, activities performed, names of staff conducting outreach, and location of in-services.

(c) Develop flyers, posters or other informational materials about the DP, program eligibility, and DP contact information. Informational materials shall include resource and referral information for homeless individuals who are not offered or who do not accept a referral to the DP, but are interested in applying for disability benefits.

(d) Submit Outreach Plan, Outreach Log and all DP related materials to DHS for approval.

(e) Disseminate DP information and materials to public, private and non-profit agencies serving homeless individuals.

(f) Coordinate with homeless coalitions and/or consortia in all Service Planning Areas (SPAs) to conduct periodic presentations to make DP available to homeless individuals from all parts of Los Angeles County.

(g) Conduct in-services with public, private and non-profit agencies serving homeless individuals, (e.g., shelters, housing providers, food programs, etc.), to ensure DP is available to homeless individuals from all parts of Los Angeles County.

(h) Conduct in-services with Los Angeles County health and human service departments to ensure DP is made available to homeless individuals being served by the County departments of Health, Mental Health, Public Health, Probation and Sheriff's Department. Conduct in-services and provide informational presentations to the applicable staff.

(2) Outreach activities to homeless individuals that are ongoing and intensive:

(a) Recruit, hire, and train, a minimum of one (1) FTE Lead Outreach Worker, as referenced within Exhibit B-1 (PERFORMANCE TARGETS MATRIX), to provide DP services.

(b) Recruit and train, a minimum of six (6) FTE Peer Outreach Workers, as referenced within Exhibit B-1 (PERFORMANCE TARGETS MATRIX), to provide DP services.

(c) Submit all job descriptions to DHS for approval.

(d) Develop and implement an Outreach Activities Log to document activities of street outreach and shelter based visits. Such log shall include, but is not limited to: DP staff responsible, sites for in-services, type of site, date of in-services, start and end times of each visit and/or in-service, activities performed, schedule/frequency and length of time of visit and/or in-service, and dissemination of promotional and educational materials for outreach activities.

(e) Develop flyers, posters or other informational materials about the DP, program eligibility, and DP contact information. Informational materials shall include resource and referral information for homeless individuals who are not offered or who do not accept a referral to the DP, but are interested in applying for disability benefits.

(f) Disseminate DP information and materials to homeless individuals living on the streets or in places not meant for human habitation or residing in shelter environments.

B. Referrals to the DP and Evaluation of Eligibility for DP Enrollment

Referrals to the DP and DP eligibility evaluation activities shall include, but are not limited to:

(1) Develop and implement a DP Referral and Screening form to be used by referring agencies, County Departments, and DP outreach staff, which will assist in determining if a homeless individual is likely to be eligible for disability benefits and DP services. The DP Referral and Screening form shall include, but is not limited to the following information: financial, medical, and mental health eligibility components, information regarding the potential DP participant (including target population), and referral source information.

(3) The DP Referral and Screening form shall include resource and referral information to Social Security Administration services and other programs and/or supportive services that can assist homeless individuals with applications for disability benefits if the individual is not referred or did not accept a referral for DP services.

(4) Review of completed DP Referral and Screening forms to identify homeless individuals that are potentially eligible for enrollment into the DP.

(5) Accepting referrals of homeless individuals that are potentially eligible for enrollment into the DP for a health and/or mental health evaluation to determine eligibility for the DP.

(6) Conducting a face-to-face evaluation by the DP multidisciplinary team within one (1) week of the date of referral to determine if the referred individual will be offered participation in the DP.

C. Enrollment into the DP

Contractor shall enroll homeless individuals that have been evaluated by the multidisciplinary team and determined to be eligible for DP services. Contractor shall ensure that homeless individuals who are referred to the DP, but determined to be not eligible for DP services are provided with resource and referral information to

Social Security Administration services and other programs and/or supportive services that can assist homeless individuals with applications for disability benefits.

DP enrollment and intake activities shall include, but are not limited to:

- (1) Enrolling homeless individuals into DP services, registering DP participant in data/tracking systems, and establishing an open/active DP participant record.
- (2) Development and utilization of an Intake/Assessment form that includes, but is not limited to, the following information: demographic information and biopsychosocial and needs assessment information.
- (3) Development and utilization of appropriate program consents and authorizations.
- (4) Conduct and document participant intake/assessments and ensure DP participants complete appropriate program consents and authorizations.

D. Completion and Submission of SSDI/SSI Applications

Contractor shall ensure SSDI/SSI applications are completed on a timely basis and submitted to the SSA on behalf of DP participants. Application completion and submission activities shall include, but are not limited to:

- (1) Complete and submit SSDI/SSI applications to the Social Security Administration (SSA) during the DP.
- (2) Develop and maintain an SSDI/SSI Application and Submission Log that includes, but is not limited to, the following information: participant name, date of birth, social security number, enrollment date, current status of application and pending items, application completion date,

application submission date, and method of application submission.

- (3) Compile all necessary documents to complete the SSDI/SSI application and submit completed application to the SSA.

E. Approval of SSDI/SSI Applications

Contractor shall receive approval of submitted SSDI/SSI applications for DP participants. Application approval activities shall include, but are not limited to:

- (1) Receive timely approvals of SSDI/SSI applications from the Social Security Administration (SSA) during the DP.
- (2) Provide DP services during the SSDI/SSI reconsideration phase to DP participants for those who have their initial SSDI/SSI applications denied.
- (3) Develop and maintain a SSDI/SSI Application Tracking Log to determine outcomes of pending SSDI/SSI applications.
- (4) Advocate for DP participants as it relates to the SSDI/SSI application, when necessary.

F. Primary Health Care

Contractor shall provide primary health care services to DP participants for the period of time needed to complete the participant's health components of the SSDI/SSI application. These duties shall be performed by a Physician within a multidisciplinary team setting. Primary health care services shall include, but are not limited to:

- (1) Recruit, hire, and train, a minimum of one (1) FTE licensed health care professional, as referenced within Exhibit B-1

(PERFORMANCE TARGETS MATRIX), to provide DP services.

- (2) Provide primary health care that is age and gender appropriate; that is consistent with primary health care standards and practices; and in accordance with documenting disabilities as per guidelines from the Social Security Administration (SSA) and Disability Determination Services (DDS).
- (1) Conduct medical assessments and/or evaluations, and thoroughly document of presenting problem, history and physical examination results, diagnoses, treatment, and treatment plan.
- (2) Provide counseling about diagnoses, prognoses, treatment, risks and benefits of treatment, treatment education, prevention, and risk reduction.
- (3) At a minimum, weekly health maintenance visits depending on the health status and/or chronic conditions.
- (4) Documentation of all aspects of health condition that will demonstrate the DP participant's eligibility for SSDI/SSI benefits.
- (5) Participate in regularly scheduled DP Multidisciplinary Treatment Planning meetings and ensure that, for each DP participant, a DP Multidisciplinary Treatment Planning form is completed and updated at a minimum of once every three (3) months, or more frequently as needed, as referenced within

this Exhibit under SERVICES TO BE PROVIDED (SECTION 6.1).

- (6) Medication management and counseling about issues such as treatment adherence, medication interactions and side effects.
- (7) Referrals to specialty health care services when needed, including, but not limited to, the following services: Ophthalmology; Cardiology; Dermatology; Ear, Nose and Throat; Gastroenterology; General Surgery; Gynecology; Neurology; Oncology; Pulmonology; Podiatry and; Urology.
- (8) Referrals to ancillary services, including, but not limited to, the following services: radiology, laboratory, and pharmacy.
- (9) Coordination of DP participant's health care, including communications with previous and current health care and specialty care providers, review of existing health records, and transition to a primary healthcare provider after DP completion.
- (10) Partnership with mental health provider(s) to ensure health and mental health care services are integrated and seamless.
- (11) Regular and ongoing participation in multidisciplinary team meetings and other activities.

G. Mental Health Care

Contractor shall provide mental health care for the period of time needed to complete the mental health components of the SSDI/SSI application. These duties shall be performed by a Psychiatrist within a multidisciplinary team setting. Mental health care services shall include, but are not limited to, the following:

- (1) Recruit, hire, and train, a minimum of one (1) FTE licensed mental health professional, as referenced within Exhibit B-1 (PERFORMANCE TARGETS MATRIX), to provide DP services.
- (2) Provide mental health care that is age and gender appropriate; consistent with mental health care standards and practices; and in accordance with documenting psychiatric disabilities as per guidelines from the Social Security Administration (SSA) and Disability Determination Services (DDS).
- (3) Provide mental health care that is consistent with mental health practices and standards.
- (4) Conduct mental health assessments and thoroughly document presenting problem, psychiatric and substance abuse history, diagnoses, treatment, and treatment plan.
- (5) Counseling about diagnoses, prognoses, treatment, risks and benefits of treatment, treatment education, prevention, and risk reduction.
- (6) At a minimum, weekly mental health maintenance visits depending on the mental illness and/or chronic conditions.
- (7) Documentation of all aspects of mental health condition that will demonstrate the DP participant's eligibility for SSDI/SSI benefits.
- (8) Participate in regularly scheduled DP Multidisciplinary Treatment Planning meetings and ensure that, for each DP participant, a DP Multidisciplinary Treatment Planning form is completed and updated at a minimum of once every three (3) months, or more frequently as needed, as referenced within this Exhibit under SERVICES TO BE PROVIDED (SECTION 6.I).

- (9) Medication management and counseling about issues such as treatment adherence, medication interactions and side effects.
- (10) Referrals to ancillary services such as, but not limited to laboratory and pharmacy services.
- (11) Coordination of DP participant's mental health care, including communications with previous and current mental health care providers, review of existing mental health records, and transition to a mental health care provider after DP completion.
- (12) Partnership with primary health care provider(s) to ensure provision of integrated health and mental health care services.
- (13) Regular and ongoing participation in multidisciplinary team meetings and other activities.

H. Case Management

Contractor shall ensure that case management services coordinate all activities of the multidisciplinary team and all aspects of the SSDI/SSI application process through the reconsideration phase, if needed. Case management services shall include, but are not limited to:

- (1) Recruit, hire, and train, a minimum of one (1) FTE lead case manager and five (5) FTE case managers, as referenced within Exhibit B-1 (PERFORMANCE TARGETS MATRIX), to provide DP services.
- (2) Each case manager shall maintain an adequate case load to ensure that DP services are provided in accordance with stated performance targets outlined in Exhibit B-1, PERFORMANCE TARGETS MATRIX.
- (3) Conduct a case management assessment for each program participant to determine all activities needed to prepare a successful SSDI/SSI application for the DP participant.

- (4) Participate in regularly scheduled DP Multidisciplinary Treatment Planning meetings and ensure that, for each DP participant, a DP Multidisciplinary Treatment Planning form is completed and updated at a minimum of once every three (3) months, or more frequently as needed, as referenced within this Exhibit under SERVICES TO BE PROVIDED (SECTION 6.H).
- (5) Coordination of referrals, linkages and ongoing communication with specialty care and other service providers as it relates to the completion of the SSDI/SSI application.
- (6) Investigation of prior health and mental health records relevant to the DP participant's disability for the purposes of the SSDI/SSI application.
- (7) Coordination and compilation of all necessary documents to thoroughly complete and provide strong disability documentation in the SSDI/SSI application.
- (8) Obtain documentation of past and current health and mental health records, including diagnoses, histories, physical examination results, treatment plans, prognoses, and ancillary and/or specialty services of the DP participant, as related to program participant's disability, etc.
- (9) Serve as a liaison for the multidisciplinary team in all activities related to the SSDI/SSI application processes, including but not limited to: ongoing communication among the multi-disciplinary team regarding DP participants and any changes in physical health or mental health conditions, housing situations, and status updates.
- (10) Serve as liaison between the multidisciplinary team and the Social Security Administration, Disability Determination Services, County

departments, and other public, private and non-profit agencies serving homeless individuals.

- (11) Ensure engagement and maintenance of participants in services including tracking the participant's whereabouts, providing incentives and whenever possible, arranging for temporary and/or permanent housing.
- (12) Arrange for representative payees for those DP participants who require assistance in money management.
- (13) Provide crisis intervention to mitigate any potential barriers to maintaining participation in the DP.

I. Multidisciplinary Team

Contractor shall ensure that all DP activities are coordinated and implemented within the multidisciplinary team setting. A multidisciplinary team that includes a physician, a psychiatrist, and case management staff shall be assembled to provide integrated care to DP participants. The physician will provide primary health care services, the psychiatrist will provide mental health services, and case managers will coordinate all activities of the multidisciplinary team and all aspects of the SSDI/SSI application processes. Multidisciplinary team activities shall include, but are not limited to:

- (1) Participation by health, mental health, and case management staff in regularly scheduled DP Multidisciplinary Treatment Planning meetings. For each DP participant, a DP Multidisciplinary Treatment Planning form shall be completed and updated at a minimum of once every three (3) months, or more frequently as needed and placed in the participant's case record.

- (2) Develop a DP Multidisciplinary Treatment Planning form, to include sections for documenting treatment and care planning activities for health, mental health, and case management services, as well as time lines for each activity.
- (3) Conduct daily multidisciplinary case conferences to discuss DP participants' progress, ongoing or newly identified needs as related to preparation of SSDI/SSI applications.
- (4) Develop and utilize a Multidisciplinary Case Conference Form or Log for documentation of daily case conferences with the multidisciplinary team.
- (5) Consult and facilitate ongoing communication among the multidisciplinary team regarding DP participants and any changes in physical health and/or mental health conditions, housing situations, and any status updates.
- (6) Develop a Transition plan to be implemented by the multidisciplinary team for those participants who have completed the DP and require linkages to a previously utilized or new primary health care provider and to other supportive services.

J. Liaison with Social Security Administration (SSA) and Disability Determination Services (DDS)

Contractor shall ensure that case management staff performs liaison activities between the SSA and DDS and the DP multidisciplinary team. Case management staff shall collaborate with the SSA and DDS to promote strong disability documentation and to maximize the DP's proficiency in submitting successful initial SSDI/SSI applications. These liaison activities shall include, but are not limited to:

- (1) Establish a formal relationship and have ongoing communication with SSA and DDS as related to the DP participant's SSDI/SSI application, programmatic issues, staff training needs, SSA and DDS updates, etc.
- (2) Identify points of contact at SSA and DDS.
- (3) Arrange training for all DP staff related to effective disability documentation, SSDI/SSI application completion, and submission of successful initial SSDI/SSI applications.
- (4) Streamline the application process for DP participants.
- (5) Develop and implement strategies for expediting completion and submission of SSDI/SSI applications to SSA and respond to subsequent inquiries and/or request from SSA and DDS.
- (6) Act as a third party contact and advocate on behalf of DP participants, if needed.

K. Transportation

Contractor shall arrange transportation resources for DP participants for appointments, evaluations, hearings, and all other activities that may be required to facilitate successful SSDI/SSI applications. Contractor shall develop and submit to DHS a Transportation plan to describe what transportation resources will be utilized and how DP participants will access these resources for the purposes of completing a successful SSDI/SSI application while also improving their health and mental health outcomes. This document shall describe the types of transportation resources offered, how participants will access the transportation resources offered, eligibility for the different types of transportation, and how Contractor will track, coordinate and manage these resources.

Transportation resources shall include, but are not limited to: (1) driving program participants to and from appointments, when necessary; (2) Net van; (3)

Access Paratransit (Access Services) and other health-related transportation resources; (4) MTA bus passes; (5) bus tokens; and (6) taxi vouchers.

Transportation resources shall be tracked by the Contractor in a Transportation log. Such log shall include, but is not limited to, the following information: (1) participants' name; (2) date of birth or project ID number; (3) mode of transportation; (4) destination location; and (5) reason for transportation.

L. Incentives

To assist and support the engagement and maintenance of participants in the DP, Contractor shall provide incentives to DP participants for continual engagement in and cooperation with requested DP activities, such as attending the intake appointment, adhering to subsequent appointments, and/or completion of the SSDI/SSI application. Contractor shall develop and implement an Incentives Log to document distribution of and receipt of incentives. Contractor shall submit to DHS the completed logs on a quarterly basis or as requested by DHS. The Incentives Log shall include, but is not limited to, the following information: (1) participant's name, (2) date of birth or project ID number, (3) description of the incentive provided, (4) amount of incentive, (5) date incentive was provided; (6) DP staff who approved and staff who distributed the incentive; and (7) reason for the incentive.

7.0 ADDITIONAL REQUIREMENTS

A. Clinical Supervision

Contractor shall provide and document clinical supervision for each case manager and outreach staff providing services in the DP. Such clinical supervision may be conducted in individual or group settings. Clinical supervision shall include discussion of participants and their progress in the DP, assist in problem solving related to DP participant's progress towards the goal of submitting successful SSDI/SSI applications, and to ensure that professional guidance and high quality case management services are being provided. For each participant discussed, the clinical supervisor

shall address the identified issues and concerns, provide appropriate clinical guidance and recommend follow up plans. Clinical supervisor shall have experience in providing case management services and hold appropriate professional credentials.

B. Missed Appointments

Contractor shall develop and implement a policy and procedure regarding DP participants that miss appointments. Such policy and procedure shall outline how follow-up and tracking activities will take place within twenty-four (24) hours of a missed appointment. Such activities shall include, but are not limited to: direct contact, outreach, telephone calls, and written correspondence (if appropriate).

C. Contractor's Subcontract/Consultant Requirements

Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within sixty (60) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services.

8.0 PERFORMANCE MEASURES

This Agreement includes performance targets that will assist in measuring the Contractor's performance related to providing DP services. These measures will evaluate the Contractor's abilities in meeting performance targets in accordance with Exhibit B-1 (Performance Target Matrix) of this Agreement. Such performance targets include, but are not limited to, the following areas: outreach services to the priority target population, referrals and enrollment into the DP, completion and submission of SSI/SSDI applications, success of initial submitted applications, and provision of health and mental health care and case management services within a multidisciplinary setting.

9.0 STAFF QUALIFICATIONS

Physicians, Psychiatrists, Physician Assistants, Nurse Practitioners, Licensed Clinical Social Workers and Licensed Vocational Nurses funded under this Agreement shall be licensed and in good standing with the State of California. Case managers and outreach staff shall have at least one (1) year of experience working with homeless individuals, or worked at least three (3) years within a related field of health and social services.

10.0 CONTRACTOR'S QUALITY CONTROL PLAN

Contractor shall utilize a comprehensive Quality Control Plan (QCP) to assure the County a consistently high level of quality and service throughout the term of this Agreement.

The QCP, which is subject to approval or rejection by DHS, shall be submitted to the DP Project Manager within ninety (90) calendar days from the effective date of this Agreement. Revisions to the QCP shall be submitted as changes occur during the term of the Agreement. The QCP shall include, but not be limited to, the following components:

- (1) Method for assuring that professional staff providing services under this Agreement have qualifying experience;
- (2) Method for monitoring to ensure that contract requirements are being met;
- (3) Method for monitoring Subcontractor(s), if any, for compliance and quality of services;
- (4) Method for identifying, preventing, and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- (5) Method for assuring that confidentiality of DP participants' information is maintained;
- (6) Method for a DP participant to submit a grievance for proper review and resolution;
- (7) Method for resolving problems and addressing any participant grievances that shall include, but is not limited to, when the problem was first identified and the corrective action taken. The report shall be provided to DHS upon request; and
- (8) Method for monitoring progress towards achieving performance target measures.

In addition, Contractor shall ensure the implementation of the QCP that includes, but is not limited to, the following activities: (1) measurement of outcome indicators; (2) development of data collection method - to include sampling strategy, collection method, and creation of a data collection tool(s); (3) collection and analysis of data; and (4) identification of improvement strategies, tracking progress, and sustaining achieved improvement.

11.0 PARTICIPANT RECORDS AND FORMS

Contractor shall maintain integrated records on each individual participant which shall be current and detailed consistent with good medical and psychiatric practice in accordance with the California Code of Regulations. Such records shall include, but are not limited to: referral, enrollment/intake information; demographic information; participants' health, mental health, and case management assessments; progress and follow-up notes; and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. In addition, program records shall be maintained that identify the payor source for each reported participant receiving DP services.

Contractor shall obtain written approval from DHS for all forms, logs, written materials (e.g., flyers, posters, outreach materials) and policies and procedures utilized for the DP prior to its implementation. Contractor shall submit for approval such forms and policies and procedures to DHS at least thirty (30) days prior to the projected date of implementation.

11.1 PARTICIPANT CASE RECORDS: Contractor shall maintain health, mental health, case management and all other related documentation within one DP participant case record. DP participant's case records shall be current and kept in detail consistent with health and mental health and professional practices and standards and in accordance with the California Code of Regulations.

DP participant case records shall include, but not be limited to: (1) referral, intake and enrollment information; (2) health, mental health and psychosocial history; (3) completed health examination and assessment signed by a licensed Physician; (4) completed mental

health assessment including a diagnosis and information on differential diagnoses signed by a licensed Psychiatrist; (5) completed case management/psychosocial assessment; (6) current problem list and appropriate treatment/management plans for health and mental conditions; (7) progress notes documenting DP participant status, condition, and response to interventions, procedures, medications; (8) documentation of all contacts made with or on behalf of DP participant including date and time of contact, services provided, referrals given, and signature and professional title of person providing contact and services; (9) date of completion of SSDI/SSI application; (10) date of submission of initial SSDI/SSI application; (11) pending issues with the SSDI/SSI application and/or with SSA/DDS; (12) ongoing documentation of SSDI/SSI application status and progress, including date and time of phases of the application progression.

Case closure summary shall include the date, signature of the appropriate DP staff, date SSDI/SSI benefits were established, SSDI/SSI benefit amount, status of primary health care and/or mental health care, utilization of support services, and referrals provided for ongoing care and housing.

Additionally, case records shall also include documentation of daily multidisciplinary team case conferences which shall include, but are not limited to: date of case conference; names and titles of participating multidisciplinary team members; biopsychosocial concerns or issues discussed; barriers to completion of successful SSDI/SSI applications; description of guidance provided and/or follow-up plans.

12.0 RECORD KEEPING

Contractor shall maintain retrievable records relating to each DP participant served under this Agreement. Contractor shall maintain all records at a central facility for five (5) years from termination of this Agreement or until all audits are completed and settled, whichever is later. DP participant records shall be kept in a folder, identifiable by DP participants' name and DP project ID number. Each record shall include, but are not limited to:

1. Referral and screening form
2. Authorization to release of information forms
3. Participation agreement and other consent forms
4. Intake and assessment form
5. Health assessment(s)
6. Mental health assessment(s)
7. Case management assessment(s)
8. Ongoing health and mental health care documentation
9. Ongoing documentation of case management activities
10. Ongoing documentation of referrals, resources, and services provided to DP participant
11. Multidisciplinary treatment planning form(s)
12. Case conference form(s)
13. Transition plan and results of transition
14. Documentation notating any contacts made with or on behalf of the DP participant

13.0 REPORTING TASKS

Contractor shall make reports as may be required by DHS and/or the County concerning DP activities and operations as they affect the contract duties, purposes, and services contained herein.

A. Monthly Reports: Contractor shall complete a monthly report for DP services in the manner to be described by DHS. A signed hard copy of the DP monthly report and, as requested, an electronic format of the report shall be submitted to the County's Project Manager with the monthly invoice by the fifteenth (15th) calendar day of each month following the report month. The reports shall clearly reflect all required information and shall be sent to the DP Project Manager at: County of Los Angeles Department of Health Services, 313 N. Figueroa Street, Suite 704, Los Angeles, California 90012.

The DP monthly report shall contain, but not be limited to the following information:

1. A narrative of any concerns and/or changes in staff, sites, recommendations, for systems improvements, and/or other processes as necessary;

2. Any other ad hoc statistical reports as requested by DHS, the County, Board of Supervisors, the State or other County agencies or entities for budgetary or other purposes. Contractor shall provide the requested data, if available, to County within a mutually agreeable time period; and

3. Any additional information that may be required at DHS and/or County discretion.

The DP monthly report shall contain, but not be limited to the following program reporting elements:

1. Number of individuals referred to the DP and source(s) of referrals;
2. Number and percent of referred individuals by the priority target population;
3. Number and percent of referred individuals who were enrolled into the DP by referral source;
4. Number and percent of participants served by the DP;
5. Number and percent of participants who completed the SSDI/SSI application process (i.e., applications submitted);
6. Number and percent of participants whose initial SSDI/SSI applications were approved and whose initial applications were denied by SSA;
7. Number and percent of participants that had SSDI/SSI applications approved after an initial denial;
8. Average amount of time taken to complete each phase of DP services, including, but not limited to, the following phases: compilation of appropriate disability documentation, submission of initial application, notification of approval or denial from SSA, resubmission of application, and notification of decision regarding resubmission;
9. Number and percent of participants linked into a previously utilized and into a new primary health care provider after services provided through DP are completed;

10. Number and percent of participants that were able to locate, secure, and move into permanent housing; and

11. Number and percent of participants at the completion of their DP services that were living in the streets or place not meant for human habitation, emergency shelters, transitional housing, and permanent housing.

B. As directed by DHS, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and shall be completed in the manner to be described by DHS.

C. Contract Term End Report: At the end of this two (2) year contract term, Contractor shall complete and submit to DHS a DP evaluation report that highlights accomplishments and lessons learned through the development, implementation, and operation of the DP. This report shall include, but is not limited to, the following information: description of the DP design; DP development, implementation, and operation, and evaluation activities; data analysis and outcomes; discussion of lessons learned and recommendations for future efforts; and other programmatic and administrative materials for improving the abilities of future programs to assist homeless individuals in obtaining disability benefits.

14.0 EMERGENCY AND DISASTER PLAN

Contractor shall submit to DHS within thirty (30) days of the execution of this Agreement an emergency and disaster plan that describes the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.

15.0 EMERGENCY MEDICAL TREATMENT

Participants receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. Contractor shall have a written policy for staff regarding how to respond to a need for emergency medical treatment for recipients of services provided under this Agreement. Contractor shall submit this policy to DHS within thirty (30) days of the execution of this Agreement.

16.0 CULTURAL COMPETENCY

Program staff should display non-judgmental, culture-affirming attitudes. Program staff should affirm that participants of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

17.0 USE OF OUTSIDE RESOURCES

Contractor, upon DHS approval, may use outside resources and/or services for providing temporary housing and/or other supportive services to DP participants if:

1. There is NO charge to the County;
2. Participant's confidentiality rights and privacy are protected; and
3. Services provided by outside resources during the time the DP participant is receiving DP services are monitored by DP staff.

**EXHIBIT B-1
HOMELESS SOCIAL SECURITY INSURANCE/SUPPLEMENTAL SECURITY INCOME DEMONSTRATION PROJECT (DP)
PERFORMANCE TARGETS MATRIX**

TERM: October 1, 2009 to September 30, 2011

The Contractor will achieve the measurable objectives as outlined in the following work plan. Implementation and evaluation activities are to be completed according to the stated timelines and are to be documented and/or submitted as specified. All program documents, completed materials, evaluations, etc., will be maintained on file and available for review by DHS upon request.

Contractor: JWCH Institute, Inc.

Goal: To provide assistance in obtaining disability benefits (i.e., SSD/SSI) for eligible homeless individuals in Los Angeles County.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING OBJECTIVES AND DOCUMENTATION
<p>1.0 Develop, implement, and administer DP services in accordance with this Agreement, including all referenced Exhibits and Attachments.</p>	<p>1.1 Recruit, hire, and train one (1) FTE DP Project Manager.</p>	<p>Completed by November 1, 2009</p>	<p>1.1.A Submit job description to DHS for approval. 1.1.B Submit resume of hired DP Project Manager to DHS. 1.1.C Maintain verification of all trainings received for the Lead Outreach Worker.</p>
<p>2.0 Conduct outreach activities to public, private, and non-profit agencies serving homeless individuals within Los Angeles County to promote referrals to the Homeless SSD/SSI Demonstration Project (DP).</p>	<p>2.1 Develop and implement an Outreach Plan to promote the DP to public, private and non-profit agencies serving homeless individuals within Los Angeles County that includes, but is not limited to, the following information: regular in-services provided on a regular and on-going basis, DP staff responsible for overseeing and for conducting outreach activities, sites and locations (including SPA information) of in-services to be conducted, number of attendees, dissemination of DP promotional and informational materials, and schedule and frequency of in-services.</p>	<p>Completed by November 1, 2009 and Ongoing</p>	<p>2.1 Submit Outreach Plan to DHS for approval. Activity and progress will be documented in monthly reports and/or provided to DHS upon request.</p>

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING OBJECTIVES AND DOCUMENTATION
	<p>2.2 Develop DP promotional flyers, posters, and other informational materials.</p>	<p>Completed by November 1, 2009</p>	<p>2.2 Submit all promotional and informational materials to DHS for approval.</p>
	<p>2.3 Develop and maintain an Outreach Activities Log that includes, but is not limited to, the following information: in-service sites and agency's information, dates and times of in-services, length of in-services, activities performed, staff conducting in-services, number of attendees, and summary of information and materials provided during in-service.</p>	<p>Completed by November 1, 2009 and Ongoing</p>	<p>2.3.A Submit Outreach Activities Log form to DHS for approval. 2.3.B Ongoing review of completed Outreach Activities Logs.</p>
	<p>2.4 Conduct on-site visits and provide in-services to public, private and non-profit agencies serving homeless individuals within Los Angeles County.</p>	<p>November 1, 2009 and Ongoing</p>	<p>2.4 Documentation of on-site visits and in-services on Outreach Activities Log. Activity and progress will be documented in monthly reports.</p>
	<p>2.5 Disseminate DP information and promotional materials to public, private and non-profit agencies serving homeless individuals within Los Angeles County.</p>	<p>November 1, 2009 and Ongoing</p>	<p>2.5 Documentation of dissemination of DP information and materials on Outreach Activities Log and in monthly reports.</p>
	<p>2.6 Conduct on-site visits and provide in-services to the County Departments of Health, Mental Health, Public Health, Probation and Sheriff's Department.</p>	<p>November 1, 2009 and Ongoing</p>	<p>2.6 Documentation of on-site visits and in-services on Outreach Activities Log. Activity and progress will be documented in monthly reports.</p>

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING OBJECTIVES AND DOCUMENTATION
<p>3.0 Conduct ongoing and intensive outreach activities to homeless individuals to promote referrals to the Homeless SSDI/SSI Demonstration Project (DP).</p>	<p>2.7 Periodically attend homeless coalitions and/or consortia meetings in all Service Planning Areas (SPAs) and disseminate DP information and promotional materials.</p>	<p>November 1, 2009 and Ongoing</p>	<p>2.7 Documentation of participation in and/or presentations to homeless coalitions and/or consortia on Outreach Activities Logs and in monthly reports.</p>
	<p>3.1 Develop and implement an Outreach Plan that includes, but is not limited to, the following information: sites to be visited and locations (e.g., street locations, shelters, housing programs, river beds, encampments, etc.), schedule of visits, activities to be performed, types of follow-up activities to be delivered and how they will be achieved, and description of DP information and promotional materials to be disseminated during visits.</p> <p>The Outreach Plan shall detail the strategy to be used to ensure that a minimum of 75% of outreach activities will be conducted on the streets, in places not meant for human habitation, and in shelter environments. Up to 25% of outreach activities can be conducted in transitional or permanent housing settings.</p>	<p>Completed by November 1, 2009 and Ongoing</p>	<p>3.1 Submit Outreach Plan to DHS for approval. Activity and progress will be documented in monthly reports and/or provided to DHS upon request.</p>

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING OBJECTIVES AND DOCUMENTATION
	3.2 Recruit, hire, and train one (1) FTE Lead Outreach Worker.	Completed by November 1, 2009	3.2.A Submit job description to DHS for approval. 3.2.B Submit resume of hired Lead Outreach Worker to DHS. 3.2.C Maintain verification of all trainings received for the Lead Outreach Worker.
	3.3 Recruit, hire, and train a minimum of six (6) Peer Outreach Workers.	Completed by November 1, 2009	3.3.A Submit job description(s) to DHS for approval. 3.3.B Submit resumes of hired Peer Outreach Workers to DHS. 3.3.C Maintain verification of all trainings received for each Peer Outreach Worker.
	3.4 Develop DP information and promotional materials that are relevant and culturally consistent for use with the identified priority target population.	Completed by November 1, 2009 and Ongoing	3.4 Submit all DP promotional and informational materials to DHS for approval.
	3.5 Develop flyers that indicate the outreach visit schedule and DP staff contact information, as well as other informational materials about DP services.	Completed by November 1, 2009 and Ongoing	3.5 Submit all DP promotional and informational materials to DHS for approval.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING OBJECTIVES AND DOCUMENTATION
	<p>3.6 Develop and maintain an Outreach Activities Log that includes, but is not limited to, the following information: sites visited and locations (e.g., street locations, shelters, housing programs, river beds, encampments, etc.), dates and times of outreach visits, length of outreach visits, activities performed, staff conducting outreach visits, and summary of DP information and promotional materials provided during outreach visits.</p>	<p>Completed by November 1, 2009 and Ongoing</p>	<p>3.6.A Submit Outreach Activities Log form to DHS for approval. 3.6.B Ongoing review of completed Outreach Activities Logs.</p>
	<p>3.7 Conduct a minimum of 75% of ongoing and intensive outreach activities on the streets and places not meant for human habitation and in shelter environments to homeless individuals.</p>	<p>November 1, 2009 and Ongoing</p>	<p>3.7.A Documentation of ongoing and intensive outreach activities on Outreach Activities Log. Activity and progress will be documented in monthly reports. 3.7.B Ongoing review of completed Outreach Activities Logs.</p>
	<p>3.8 Conduct up to 25% of ongoing and intensive outreach in transitional and permanent housing environments.</p>	<p>November 1, 2009 and Ongoing</p>	<p>3.8.A Documentation of ongoing and intensive outreach activities on Outreach Activities Log. Activity and progress will be documented in monthly reports. 2.8.B Ongoing review of completed Outreach Activities Logs.</p>
<p>3.9 Disseminate DP information and promotional materials to homeless individuals within Los Angeles County.</p>		<p>November 1, 2009 and Ongoing</p>	<p>3.9 Documentation of dissemination of DP information on Outreach Activities Log and in monthly reports.</p>

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING OBJECTIVES AND DOCUMENTATION
<p>4.0 A minimum of <u>1,200</u> referrals of homeless individuals will be accepted and evaluated for appropriateness to be enrolled into the DP.</p>	<p>4.1 Develop and implement a DP Referral and Screening form to be used by referring agencies, County departments, and DP outreach staff. DP Referral and Screening form shall include, but is not limited to, the following information: financial, medical, and mental health eligibility components, information regarding the potential DP participant (including priority target population), and referral source information.</p>	<p>Completed by November 1, 2009 and Ongoing</p>	<p>4.1.A Submit DP Referral and Screening form to DHS for approval. 4.1.B Ongoing review of completed Referral and Screening forms.</p>
	<p>4.2 For individuals who are identified through the referral and screening process as likely eligible for disability benefits, the multidisciplinary team will conduct a face-to-face evaluation within one (1) week of the date of referral to determine if the referred individual will be offered participation in the DP.</p>	<p>November 1, 2009 and Ongoing</p>	<p>4.2 Review documented referral disposition and follow-up activities.</p>
	<p>4.3 A minimum of 75% of the 1,200 referrals accepted by the DP for a face-to-face evaluation shall be for homeless individuals who are living on the streets or places not meant for human habitation or reside in shelter environments.</p>	<p>November 1, 2009 and Ongoing</p>	<p>4.3 Documentation of referrals to the DP and evaluations for DP enrollment maintained on file. Activity and progress will be documented in monthly reports.</p>
<p>5.0 A minimum of 960 homeless individuals will be enrolled into the DP and complete a project intake and assessment.</p>	<p>5.1 Develop an Intake/Assessment form that includes, but is not limited to, the following information: demographic information and biopsychosocial and needs assessment information.</p>	<p>Completed by November 1, 2009 and Ongoing</p>	<p>5.1 Submit Intake/Assessment form to DHS for approval.</p>

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING OBJECTIVES AND DOCUMENTATION
<p>6.0 A minimum of <u>730</u> SSDI/SSI applications for DP clients will be completed and submitted to the Social Security Administration (SSA).</p>	<p>5.2 Develop appropriate program consent and authorization forms.</p> <p>5.3 Conduct intake/assessments within one (1) week of enrollment and ensure DP participants complete appropriate program consents and authorizations.</p>	<p>Completed by November 1, 2009 and Ongoing</p>	<p>5.2 Submit program consent and authorization forms to DHS for approval.</p> <p>5.3.A Documentation of DP enrollment and completed intake/assessments maintained in participant case records. Activity and progress will be documented in monthly reports.</p> <p>5.3.B Ongoing review of participant case records.</p> <p>6.1.A Submit Application Completion and Submission Log form to DHS for approval.</p> <p>6.1.B Ongoing review of completed Application Completion and Submission Logs.</p>
	<p>6.1 Develop and maintain an SSDI/SSI Application Completion and Submission Log that includes, but is not limited to, the following information: DP participant name, date of birth, social security number, enrollment date, current status of application and pending items, relevant dates, application completion date, application submission date, and method of application submission.</p>	<p>Completed by November 1, 2009 and Ongoing</p>	
	<p>6.2 Compile all necessary documents to complete the SSDI/SSI application(s), and submit to SSA within one (1) week of application completion.</p>	<p>November 1, 2009 and Ongoing</p>	<p>6.2 Documentation of SSDI/SSI applications on Application Completion and Submission Logs and within participant case records. Activity and progress will be documented in monthly reports.</p>

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING OBJECTIVES AND DOCUMENTATION
<p>7.0 A minimum of 550 of the submitted SSDI/SSI initial applications for DP participants will be approved by the Social Security Administration and SSDI/SSI notifications of award will be received by the DP.</p>	<p>7.1 Develop and maintain an SSDI/SSI Application Tracking Log to document and track the progress of pending SSDI/SSI applications and outcomes.</p>	<p>Completed by November 1, 2009 and Ongoing</p>	<p>7.1.A Submit Application Tracking Log form to DHS for approval. 7.1.B Ongoing review of completed Application Tracking Log.</p>
	<p>7.2 A minimum of 75% of the 730 initially submitted SSDI/SSI applications will be approved by SSA.</p>	<p>November 1, 2009 and Ongoing</p>	<p>7.2 Documentation of approved SSDI/SSI applications on Application Tracking Logs and within participant case records. Activity and progress will be documented in monthly reports.</p>
<p>8.0 Provide primary health care services to DP participants for the purposes of documenting eligibility for SSDI/SSI benefits.</p>	<p>8.1 Recruit, hire, and train one (1) FTE licensed Physician.</p>	<p>Completed by November 1, 2009</p>	<p>8.1.A Submit job description to DHS for approval. 8.1.B Submit resume of hired physician to DHS. 8.1.C Maintain verification of all trainings attended by licensed Physician.</p>
	<p>8.2 For each DP participant, conduct health visits, at a minimum of once per week, with consideration for the participant's disability establishment and documentation needs, current health status, care/treatment needs, and severity of medical conditions.</p>	<p>November 1, 2009 and Ongoing</p>	<p>8.2.A Documentation of health visits maintained within participants' case records. Activity and progress will be documented in monthly reports. 8.2.B Ongoing review of participant case records.</p>

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING OBJECTIVES AND DOCUMENTATION
9.0 Provide mental health treatment to DP participants for the purposes of documenting eligibility for SSDI/SSI benefits.	<p>8.3 Thoroughly complete all health-related documentation pertaining to participants' disability establishment and their eligibility for SSDI/SSI benefits.</p> <p>9.1 Recruit, hire, and train one (1) FTE licensed Psychiatrist.</p>	November 1, 2009 and Ongoing	<p>8.3 Ongoing review of participant case records.</p> <p>9.1.A Submit job description to DHS for approval.</p> <p>9.1.B Submit resume of hired Psychiatrist to DHS.</p> <p>9.1.C Maintain verification of all trainings attended by Psychiatrist.</p>
	<p>9.2 For each DP participant, conduct mental health visits, at a minimum of once per week, with consideration of the participants' disability establishment and documentation needs, current mental health status, care/treatment needs, and severity of mental health conditions.</p>	November 1, 2009 and Ongoing	<p>9.2.A Documentation of mental health visits maintained within participants' case records. Activity and progress will be documented in monthly reports.</p> <p>9.2.B Ongoing review of participant case records.</p>
	<p>9.3 Thoroughly complete all mental health related documentation pertaining to participants' disability establishment and their eligibility for SSDI/SSI benefits.</p>	November 1, 2009 and Ongoing	<p>9.3 Ongoing review of participant case records.</p>

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING OBJECTIVES AND DOCUMENTATION
<p>10.0 Provide case management services to coordinate all activities of the multidisciplinary team and all aspects of the SSDI/SSI application process through reconsideration, if needed.</p>	<p>10.1 Recruit, hire, and train one (1) FTE Lead Case Manager.</p>	<p>Completed by November 1, 2009</p>	<p>10.1.A Submit job description to DHS for approval. 10.1.B Submit resume of hired Lead Case Manager to DHS. 10.1.C Maintain verification of all trainings received by Lead Case Manager.</p>
	<p>10.2 Recruit, hire, and train five (5) FTE Case Managers.</p>	<p>Completed by November 1, 2009</p>	<p>10.2.A Submit job description(s) to DHS for approval. 10.2.B Submit resumes of hired Case Managers to DHS. 10.2.C Maintain verification of all trainings received by Case Managers.</p>
	<p>10.3 Each case manager shall maintain an adequate case load to ensure all enrolled DP participants receive case management services. A minimum of 960 enrolled participants shall be served during the term of this Agreement.</p>	<p>November 1, 2009 and Ongoing</p>	<p>10.3 Documentation of case loads and clients served per each case manager will be maintained. Activity and progress will be documented in monthly reports.</p>

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING OBJECTIVES AND DOCUMENTATION
<p>11.0 Conduct multidisciplinary team activities on a regular basis.</p>	<p>10.4 For each DP participant, conduct case management visits, at a minimum of once per week, with consideration of the participant's disability establishment and documentation needs, current health and mental health status, care/treatment needs, severity of medical and/or mental health conditions, and other identified needs (e.g., housing, food, transportation, etc.).</p> <p>10.5 Thoroughly complete all case management-related documentation pertaining to participants' disability establishment and their eligibility for SSDI/SSI benefits.</p> <p>Assistance provided to coordinate participants' care, access resources, and to meet identified needs shall also be documented.</p>	<p>November 1, 2009 and Ongoing</p>	<p>10.4.A Documentation of case management visits maintained within participants' case records. Activity and progress will be documented in monthly reports.</p> <p>10.4.B Ongoing review of participant case records.</p> <p>10.5 Ongoing review of participant case records.</p>
	<p>11.1 Develop and implement a DP Multidisciplinary Treatment Planning form that includes, but is not limited to: sections for health, mental health and case management, as well as timeliness for each activity.</p>	<p>Completed by November 1, 2009</p>	<p>11.1.A Submit Multidisciplinary Treatment Planning form to DHS for approval.</p> <p>11.1.B Ongoing review of participant case records.</p>
	<p>11.2 For each DP participant, complete a DP Multidisciplinary Treatment Planning form one (1) time per every three (3) month period, or more frequently, as needed.</p>	<p>November 1, 2009 and Ongoing</p>	<p>11.2 Ongoing review of participant case records.</p>

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING OBJECTIVES AND DOCUMENTATION
	<p>11.3. Develop and implement a DP Case Conference form or log for daily use that includes, but is not limited to, the following information: date of case conference; multidisciplinary team members present; participants discussed; issues discussed and recommendations provided; and summary of case conference outcomes.</p>	<p>Completed by November 1, 2009</p>	<p>11.3.A Submit Case Conference form to DHS for approval. 11.3.B Ongoing review of completed Case Conference forms.</p>
	<p>11.4. DP staff participation in daily multidisciplinary case conferences to discuss DP participants' progress, ongoing or newly identified needs, issues related to preparation of disability applications.</p>	<p>November 1, 2009 and Ongoing</p>	<p>11.4 Ongoing review of completed Case Conference forms.</p>

UNIVERSAL PERSONNEL MONITORING TOOL

Document	Doc. Loc.	Personnel Record #1	Personnel Record #2	Personnel Record #3
INITIAL VERIFICATION				
Name of Contract Employee:				
Photo ID Badge/ID No.				
Date of Annual Health Clearance:				
Conditions of Employment				
Date of Live Scan™ Background Check through County:				
Background Check by Contractor				
LAC / DHS REQUIRED TRAININGS FOR ALL NON-COUNTY WORKFORCE MEMBERS (NETWORK REQUIRED) DATE OF OCCURRENCE OR EXPIRATION				
Performance Evaluation (Annual)				
Facility Orientation (Initial)				
Facility Annual Re-Orientation				
Area Specific Orientation (Annual)				
Diversity / Cultural Competence				
Sexual Harassment				

UNIVERSAL PERSONNEL MONITORING TOOL

<i>Document</i>	<i>Doc. Loc.</i>	<i>Personnel Record #1</i>	<i>Personnel Record #2</i>	<i>Personnel Record #3</i>
Name of Contract Employee:				
Prevention				
HIPAA / Privacy (PHI)				
General Staff Safety				
Hazard Materials (MSDS); Including Employee Right to Know; Toxic Substances				
Disaster Management / Emergency Plan				
Security/Threat Mgmt.				
Risk Management / Incident Reporting				
Code of Conduct / Compliance				
Data / Information Security Awareness; Safeguards for Protected Health Information (PHI)				
Threat Management "Zero Tolerance"				
Safe Surrendered Baby Law				
Other Required Trainings:				

UNIVERSAL PERSONNEL MONITORING TOOL

<i>Document</i>	<i>Doc Loc.</i>	<i>Personnel Record #1</i>	<i>Personnel Record #2</i>	<i>Personnel Record #3</i>
CLINICAL STAFF – NON-COUNTY WORKFORCE MEMBERS EXPIRATION OR DUE DATES REQUIRED				
Current License Cert./Registration No.:				
Date of License Expiration:				
Date of Annual Primary Source Verification				
Secondary License (If Applicable)				
Date of License Expiration:				
Date of Annual Primary Source Verification of Secondary License				
Initial Competency Assessment / Skills and Equipment Checklists Date:				
Annual Competency Assessment / Skills and Equipment Checklists Date:				
Continuing Ed. / QA / QM Performance Improvement				

UNIVERSAL PERSONNEL MONITORING TOOL

Document Name of Contract Employee:	Doc. Loc.:	Personnel Record #1	Personnel Record #2	Personnel Record #3
DATE TRAININGS and/or CERTIFICATIONS EXPIRE:				
Diploma / CV / Specialty Training				
MAB / Pro-ACT				
Behavioral Restraint and/or Seclusion				
CPR / Basic Life Support				
ACLS (If Applicable):				
"Sentinel Event" / "Near Miss" Reporting				
Age Specific Training				
Infection Control; Including Blood Borne Pathogens				
Hand Hygiene in Healthcare Settings				
Patient's Bill of Rights				
Patient Safety Training (Fire, Electrical, Disaster; Fire Card If Applicable)				

UNIVERSAL PERSONNEL MONITORING TOOL

<i>Document</i> Name of Contract Employee:	<i>Doc. Loc.</i>	<i>Personnel Record #1</i>	<i>Personnel Record #2</i>	<i>Personnel Record #3</i>
DATE TRAININGS and/or CERTIFICATIONS EXPIRE:				
Biomedical Equip./Utilities				
Pain Management Training				
Child / Elder /Adult Abuse Reporting				
Customer Service ("Smile" Training)				
EMTALA Training				
FACILITY MANDATED STATUS VERIFICATIONS (Where Applicable)				
OIG Exclusion Clearance Date:				
GSA Federal Clearance Date:				
DO NOT SEND Verification Date:				
National Data Bank Verification Date:				
State Medical Board Verification Date:				

BILLING AND PAYMENT

THE SOCIAL SECURITY DISABILITY INSURANCE/SUPPLEMENTAL SECURITY INCOME DEMONSTRATION PROJECT (DP)

1.0 CONTRACT PAYMENT

1.1 COST REIMBURSEMENT

The Contractor will be compensated on a cost-reimbursement basis for performing services hereunder, as set forth in the Contract Budget schedules in this Exhibit "B-3"

2.0 PAYMENT PROCESSING

2.1 Payments for services will be made monthly in arrears provided that Contractor is not in default under any provisions of the Contract and has submitted a complete and accurate invoice, with a monthly report attached, supporting the invoice.

2.2 Contractor shall prepare and submit a monthly invoice at the direction of the County Project Director for services provided to DP participants in an original and one copy, including any required documentation delineated in Paragraph 2.3, to the County Project Manager within fifteen (15) calendar days after the end of the month in which services were provided. Invoices submitted after the fifteen (15) calendar days may result in a delay in payment.

2.3 In addition to the invoice detail as specified by the County Project Director, the invoices shall include back-up documentation to validate the invoice amounts, including, but not limited to:

- Documentation on each personnel item and associated costs under this contract;
- Documentation of Subcontractor's expenses; and
- Any other back-up documentation.

2.4 County will review and authorize payment of an accurate invoice as soon as possible after receipt of the Contractor's billing and monthly report. County will make a reasonable effort to effect payment to the Contractor within thirty (30) calendar days from receipt of an invoice, which is accurate as to form and content.

- 2.5 Contractor may request a budget modification in writing to the County Project Director to shift funding between the budgeted line-items to address the ongoing needs of clients in relation to this demonstration project.
- 2.6 Contractor shall invoice and the County shall authorize payment for services for DP participants completed during the invoice month. For invoicing purposes, the Contractor shall clearly identify services in detail on the invoice.
- 2.7 County may delay the final payment due hereunder up to twelve (12) months after the termination of the Contract. Contractor shall be liable for payment on thirty (30) calendar days written notice of any offset authorized by the County, not deducted from any payment made by the County to the Contractor
- 2.8 Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging the County its officers and employees, from all liabilities, obligations, and claims arising out of or under this Contract, except for any claims specifically described in detail in such release.

3.0 MEDI-CAL REIMBURSEMENT

- 3.1 Contractor agrees that for any DP service costs which are able to be reimbursed by Medi-Cal as a result of a successful application and award of Social Security Disability Insurance/Supplemental Security Income for any individual participating in this DP, those funds will be re-invested into the DP to continue and/or enhance the provision of DP services and screening of homeless residents of the County for eligibility for inclusion in this project for the duration of the DP, including any extensions of the DP contract period.

BILLING AND PAYMENT

BUDGET

JWCH INSTITUTE, INC.

**HOMELESS SOCIAL SECURITY DISABILITY INSURANCE/SUPPLEMENTAL
SECURITY INCOME DEMONSTRATION PROJECT (DP)**

BUDGET PERIOD

October 1, 2009 through September 30, 2010

PROGRAM BUDGET

Salaries and Employee Benefits	\$ 503,014
Services and Supplies	\$ 38,400
Contractual	\$ 317,875
Indirect Cost	<u>\$ 95,371</u>
TOTAL BUDGET	\$ 954,660

BILLING AND PAYMENT

BUDGET

JWCH INSTITUTE, INC.

**HOMELESS SOCIAL SECURITY DISABILITY INSURANCE/SUPPLEMENTAL
SECURITY INCOME DEMONSTRATION PROJECT (DP)**

BUDGET PERIOD

October 1, 2009 through September 30, 2010

PROGRAM BUDGET

Salaries and Employee Benefits	\$ 467,959
Services and Supplies	\$ 44,086
Contractual	\$ 244,570
Indirect Cost	<u>\$ 88,725</u>
TOTAL BUDGET	\$ 845,340

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Elizabeth Boyce, L.C.S.W.
Title: Homeless Services Manager
Address: Department of Health Services
313 N. Figueroa Street, Suite 704
Los Angeles, CA 90012

Telephone: 213-240-8465

Facsimile: 213-481-2739

E-Mail Address: eboyce@dhs.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Leepi Shimkhada
Title: Assistant Staff Analyst
Address: Department of Health Services
313 N. Figueroa Street, Suite 704
Los Angeles, CA 90012

Telephone: 213-240-8278

Facsimile: 213-481-2739

E-Mail Address: lshimkhada@dhs.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: JWCH Institute, Inc.

CONTRACT NO.: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME JWCH Institute, Inc.

Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. ~~Has~~ Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

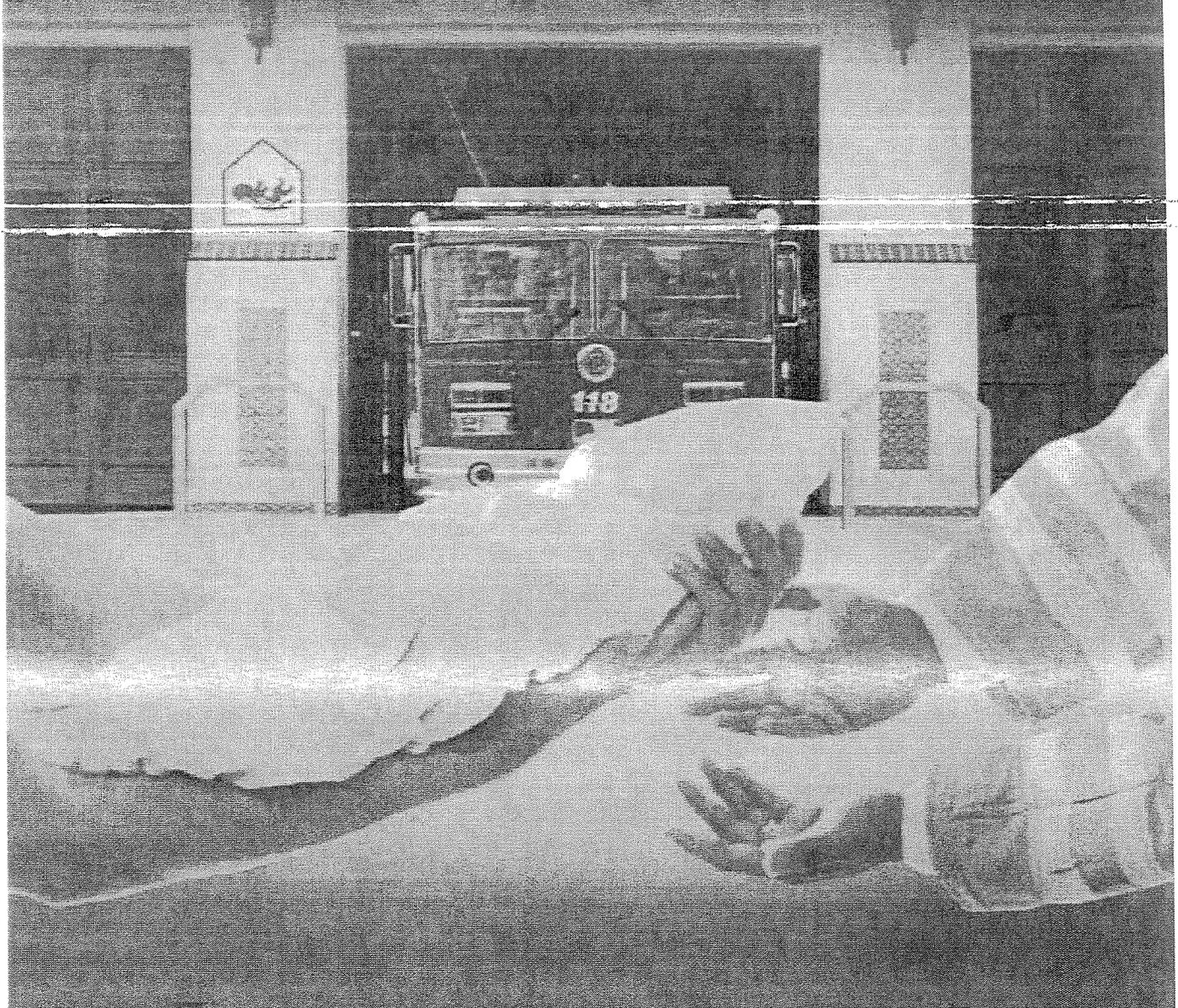
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org



In Los Angeles County: 1-877-BABY SAFE 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

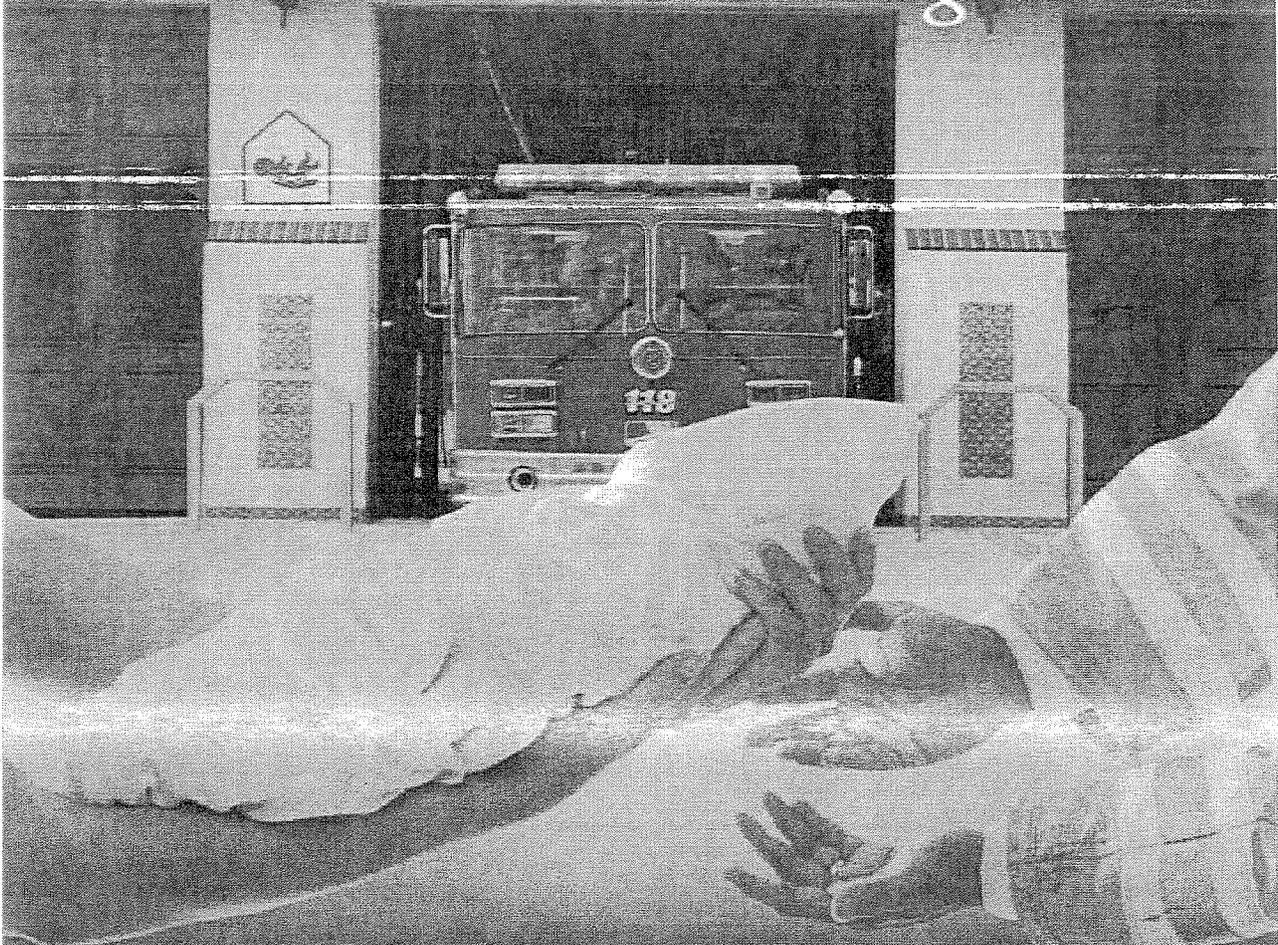
Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-232-9721

www.babysafe.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto servía como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT OF 1996 (HIPAA)

Under this Agreement, Contractor and Subcontractor together ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
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- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.
- 2.0 OBLIGATIONS OF BUSINESS ASSOCIATE**
- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6. Access to Protected Health Information Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.
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Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
- (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or
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created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.

5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with the terms of the Agreement.

5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

Effective: 4/30/05